# **EXHIBIT "A"**

# LOAN AGREEMENT Including Truth-in-Lending Disclosure

Lender: (Called "We", "Us", "Our")

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY

**575 PIERCE STREET** 

SUITE 202

KINGSTON, PA 18704

Borrowers: (Called "You", "Your")

RANDY W. POLONS

1365 TRAILWOOD LAKE ROAD WILKES-BARRE, PA 18702

Date of Loan: 04/16/2007

Loan Number

In this agreement, "you", "your" mean the Borrower(s) who signs this agreement. "We"; "ys" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

ANNUAL	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.894%	\$54,962.12 ("e")	\$64,999.48	\$119,961.60 ("e"
Your payment schedul	e will be:		
Number of Payments	lumber of Payments Amount of Payments are Due ("e") Payments		
1	\$499.84	05/16/2007	
239	\$499.84	Day 16 of each mont	h thereafter.

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Desc

**Assumption:** Someone buying your home cannot assume the remainder of the mortgage on the original terms.

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL PROPERTY AS DESCRIBED IN THE MORTGAGE AND LOCATED AT:

1365 TRAILWOOD LAKE ROAD WILKES-BARRE, PA 18702

Late Charge

If your monthly installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to 5% of the full amount

of the monthly installment.

**Prepayment** 

You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Settlement Statement provides your disbursements and the itemization of the Amount Financed.

#### ABOUT THE SECURITY:

Your Obligation to Insure

You shall keep the structures located on the real property securing your loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is canceled or expires while your loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

Real Property Taxes and Homeowners Insurance

Homeowners Insurance covering fire and other hazards on the real property security is required, naming us as a loss payee for the term of your loan. You shall pay us on the day that monthly installments are due under this agreement, an additional sum (the "Funds") to be used to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the real property; (b) leasehold payments or ground rents on the real property, if any; (c) premiums for any and all insurance required by us under this agreement and the Mortgage ("Escrow Items"). You will pay us the Funds for Escrow Items unless we waive your obligation to pay the Funds for any or all Escrow Items. We may waive your obligation to pay us Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, you will be solely responsible for paying the amounts due for any Escrow Items directly and, if we require, you shall furnish us with receipts

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evidencing such payment within such time period as we may reasonably require.

#### Title Insurance

Title insurance on the real property security is required, naming us as a loss payee. You must purchase title insurance or its local equivalent protecting our lien on the real property as a condition to obtaining your loan. You may purchase title insurance from any title insurance provider you choose that we reasonably believe provides sufficient financial protection to us. You request such title insurance and authorize us to deduct the costs of the title insurance from your loan proceeds in order to pay the title insurance provider.

#### Lender's Right to Place Hazard Insurance

You authorize us, at our option, to obtain hazard insurance coverage on the real property in an amount not greater than the outstanding balance of principal and interest on your loan or, if known to be less. the replacement value of the real property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance. We may choose to add the insurance charges to the unpaid balance of your loan, which will accrue interest at the Contract Rate, or bill you for the annual premium on a periodic basis. The addition of the insurance charges due might increase the amount of your final monthly installment. The cost of lender-placed hazard insurance might be higher than the cost of standard insurance protecting the real property. The lender-placed insurance will not insure the contents of the real property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

#### ABOUT YOUR LOAN REPAYMENT:

SCHEDULED MATURITY DATE	04/16/2027	PRINCIPAL	\$66,514.78
MONTHS OF CONTRACT	240		
CONTRACT RATE (per year)	6.600%		
AMOUNT FINANCED	\$64,999.48		
PREPAID FINANCE CHARGES	\$1,515.30		

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#### Promise to Pay

You agree to the terms of this agreement and promise to pay us the principal (Amount Financed plus prepaid finance charges consisting of Origination Fee/Points, Closing Fee and Tax Service Fee) plus interest which is computed at a rate of 6.600% (the "Contract Rate"). You agree to pay us in monthly installments as stated in the Payments provision of this agreement. You also agree to pay us: (a) other charges as provided in this agreement; (b) credit insurance charges, if any; (c) collection costs permitted by applicable law, including reasonable attorneys' fees otherwise due under your Mortgage and (d) any other charges reflected in your settlement statement.

Interest

Interest will be charged on the unpaid principal until the full amount of principal has been paid. You will pay us interest at a yearly Contract Rate of 6.600%.

The interest rate required by this provision is the rate you will pay both before and after any default as described in this agreement.

#### **Payments**

#### **Time and Place of Payments**

You will pay us principal and interest by paying your monthly installments.

You will make your monthly installments to us on the same day of each month beginning on or about 05/16/2007. You will make these monthly installments every month until you have paid all of the principal and interest and any other charges described herein that you may owe under this agreement. Your monthly installments will be applied to interest before principal. If, on the Scheduled Maturity Date, 04/16/2027, you still owe amounts under this agreement, you will pay those amounts in full on that date, which amount will include interest at the then current Contract Rate or any such other rate as required by law.

You will make your monthly installments at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you.

#### **Amount of Monthly Installments**

Your monthly installments will be in the amount of \$499.84, plus the amount of any optional insurance or funds for escrow you elected.

Prepayment

You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

Late Charge

If your monthly installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to 5% of the full amount of the monthly installment.

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You agree to pay \$20.00 each time any check or payment is made on your loan by any means, including but not limited to, a check or ACH (our Authorization to Debit Account), which is returned unpaid by your bank or other financial institution for any reason.

Additional Charges

You agree to pay any amounts actually incurred by us for services rendered in connection with the opening and servicing of your loan, as allowed by law. These amounts may include fees for appraisals, title examination, title insurance or its local equivalent, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Mortgage and other taxes as shown in the Settlement Statement incorporated herein by this reference. You also agree to pay any other amounts incurred by us in connection with the servicing of your loan including any amounts that we may (but need not) pay or that are otherwise due under the Mortgage, incorporated herein by this reference.

Default

If you fail to make any monthly installment after it becomes due or fail to comply with the terms of the Mortgage, we may require that you pay us, at once and without prior notice or demand, the unpaid balance of your loan plus accrued interest and any applicable charges in this agreement as authorized.

Security Interest

You agree to give us a security interest in the real property as described in the Mortgage.

#### ABOUT OUR RELATIONSHIP:

**Exchange of Information** 

You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you.

Credit Bureau Reporting

If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency.

**Telephone Monitoring** 

You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.

Insurance

Credit insurance is optional. Any applicable insurance disclosures are included with this agreement and are incorporated herein by this reference.

Alternative Dispute Resolution The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.

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#### Applicable Law

If you do not pay the full amount of an installment when it is due, and we intend to foreclose on the Mortgage, we must comply with the provisions of Section 403 and 404 of the Act of January 30, 1974, which is known as Act No. 6, and the provisions of the Homeowner's Emergency Mortgage Assistance Act (Act No. 91 of 1983).

If this loan is a first mortgage, it is a federally related loan made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as Section 1735f-7(a), Title 12, United States Code.

If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

You acknowledge that before signing this agreement, you have read and received this agreement which includes the Federal Truth-in-Lending disclosure and, as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

ANY ADVANCE OF FUNDS PURSUANT TO THIS LOAN AGREEMENT AND THE MORTGAGE WHICH SECURES THE AGREEMENT MAY, IN THE EVENT OF ANY DEFAULT, RESULT IN THE LOSS OF YOUR HOME OR OTHER REAL PROPERTY PLEDGED AS SECURITY FOR YOUR LOAN.

Borrower: Range M. Polom	Date: 4//6/07
RANDY W POLONS	
Witness:	

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#### Allonge to Note

Loan Number:

Borrower(s):

RANDY W POLONS

Loan Date:

04/16/2007

Loan Amount:

\$66,514.78

Property Address: 1365 TRAILWOOD LAKE ROAD

WILKES-BARRE, PA 18702-9492

MIN:



Pay to the order of

without recourse.

**Household Finance Consumer Discount Company** 

Andrew T. Matsuda

Vice President - Admin. Services Division

"This Endorsement and Allonge ("Allonge"), including the signer's signature, is being created by the signer electronically. It is the signer's intention (i) to adopt the signature on the Allonge as the signer's signature, and (ii) that the signature on the Allonge, when printed, serves as an original signature authenticating the Allonge for all purposes."

**EXHIBIT "B"** 

This instrument was prepared by:	
Susan Lukatchik	CERTIFIED PROPERTY IDENTIFICATION NUMBER
(Name) 575 Pierce St Suite 202 Kingston Pa 18704	MUNICIPALITY Dan Crook Turp
(Address) 07 MAY -8 AM   1: 18	PIN MAP X//S/ BLOCK / LOT 2
Records Processing Services	TRANSFERDIVISION
577 Lamont Road Elmhurst.IL 60126	DATE 4-19.07 sho
	APPING CLERK
UPI#	
MORTGAC	E
IF BOX IS CHECKED, THIS MORTGAGE IS SECURES FUTURE ADVANCES.	•
THIS MORTGAGE is made this day 16TH Mortgagor, RANDY W. POLONS,	of APRIL 2007, between the
(herein "Borrower") and Mortgagee HOUSEHOLD FINANCE	CONSUMER DISCOUNT COMPANY
a corporation organized and existing under the laws of PEN 575 PIERCE STREET, SUITE 202, KINGSTON, PA (herein "Lender").	
The following paragraph preceded by a checked l	nov is applicable
WHEREAS, Borrower is indebted to Lender in the pevidenced by Borrower's Loan Repayment and Security	Agreement or Secondary Mortgage Loan any extensions or renewals thereof (herein interest, including any adjustments to the ole, with the balance of the indebtedness, if
WHEREAS, Borrower is indebted to Lender in the p	
monthly installments, and interest at the rate and under the adjustments in the interest rate if that rate is variable, and	thereof (herein "Note"), providing for terms specified in the Note, including any
TO SECURE to Lender the repayment of (1) the interest thereon, including any increases if the contract rate Revolving Loan Agreement; (3) the payment of all other accordance herewith to protect the security of this Mortgage; and agreements of Borrower herein contained, Borrower de Lender and Lender's successors and assigns the following de LUZERNE  Con	is variable; (2) future advances under any sums, with interest thereon, advanced in and (4) the performance of the covenants sees hereby mortgage, grant and convey to
SEE EXHIBIT A-LEGAL DESCRIPTION	
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Desc

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest (including any variations in interest resulting from changes in the Contract Rate that may be specified in the Note) on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2 or as may be required by the Note and/or applicable law, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment



and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Volunatary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Peridic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section, Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 35000, as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured)

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or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

- 4. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or

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governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability

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of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this

Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The

11-11-05 MTG

REC Book 3007 Page 100347

notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.
- 22. Interest Rate After Judgment. Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.
- 23. Arbitration Rider to Note. The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

11-11-05 MTG

# -8REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

	AND FORECLOSURE UNI MORTGAGES OR DEED		
Borrower and Lender request the lien which has priority over the page one of this Mortgage, of	he holder of any mortgage, do is Mortgage to give Notice to	eed of trust or other Lender, at Lender's	address set forth on
foreclosure action.	,	Range	Poloro
		Randy W Pol	-Borrower
			-Borrower
I hereby certify that the precise	address of the Lender (Mortga	gee) is:	
575 Pierce St Suite	202 Kingston Pa 18704	0/10 1111	
On behalf of the Lender. By:	Frank N Mazzitelli	Title: 1	Manager
COMMONWEALTH OF PH	ENNSYLVANIA, Luzerne		County ss: Pa
I, Sandra J Kelly	a Notary Public in	and for said county	y and state, do hereby
certify that Randy W Polor personally known to me or pr	oven satisfactorily to be the s	ame person(s) whos	se name(s)
subscribed to the foregoing ins	strument, appeared before me	this day in person,	and acknowledge that
he signed and deli	vered the said instrument as	his	free voluntary
act, for the uses and purposes	therein set forth.		
Given under my hand and offi		_ day of _ April	, 20_ <u>07</u> .
	SANDRA J KELLY Notary Public		//
My Commission expires:	PLAINS TWPLUZERNE COUNTY		<u> </u>
	My Commission Expires Jun 15, 2	Notal	Public
'			
COMMONWEALTH OF PR	ENNSYLVANIA.	_	County ss:
	a Notary Public in		
certify that			
personally known to me or pr	oven satisfactorily to be the s	ame person(s) whos	e name(s)
subscribed to the foregoing ins	strument, appeared before me	this day in person,	and acknowledge that
he signed and deli act, for the uses and purposes th	vered the said instrument as		free voluntary
Given under my hand and offi		day of	20
Given dider my hand and offi	ciai scai, tins	449 01	, 20
My Commission expires:			
, commonon empires.	_	Nota	ry Public
11-11-05 MTG			

-9-

(Space Below This Line Reserved For Lender and Recorder)

REC Book 3007 Page 100370

11-11-05 MTG

#### EXHIBIT A (PAGE 1)

ALL THAT CERTAIN PROPERTY SITUATED IN THETOWNSHIP OF BEAR CREEK IN THE COUNTY OF LUZERNE AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: MAP/PLATE NO.

BEING MORE FULLY DESCRIBED IN A DEED DATED O6/03/1993 AND RECORDED 06/11/1993, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE. IN DEED VOLUME 2459 AND PAGE 36. TAX MAP OR PARCEL ID NO.:

RECORDER OF DEEDS LUZERNE COUNTY PENNSYLVANIA

INSTRUMENT NUMBER

RECORDED DN

Apr 19, 2007

10:39:18 AM

800K # REC/3007

PAGE:100362

Total Pases: 10

PA WRIT TAX \$0.50

JCS/ACCESS TO \$10.00

JUSTICE

LUZERNE COUNTY \$25.00

RECORDING FEE

LUZERNE COUNTY \$2.00 ARCHIVES FEE

LUZERME RECORDER'S \$3.00 ARCHIVES FEE

LUZERNE COUNTY \$13.00 HOUSING TRUST FUND

TOTAL PAID \$53.50

INA



I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania.

MARY K. DYSLESKI REGORDER OF DEEDS

#### RECORDERS OFFICE LUZERNE COUNTY, PA INVOICE 0301-RECEIPT CK -- CHARGES --#001 MORTGAGE \$53.50 Instrument Number - Recorded on - Apr 19, 2007 10:39:18 AM Book/Page: REC/3007/100362 Total Pages: 10 Hunicipality - BEAR CREEK TOWNSHIP Hortgagor - POLONS, RANDY W. Mortgagee - HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY Consideration - \$66,514.78 PARCEL IDENTIFICATION NUMBER ree Detail: HOUSING TRUST FUND \$13.00 JCS/ACCESS TO JUSTICE FEE \$10.00 PAGES RECORDING FEE \$25.00 PA WRIT TAX \$0.50 ARCHIVES FEE-COUNTY \$2.00 ARCHIVES FEE-RECORDER \$3.00 Comment - SEE DEED TOTAL CHARGES \$53.50 -- PAYMENTS --CHECK: 7164851626 \$53.50 TOTAL PAYMENTS \$53.50 AMOUNT DUE \$53.50 (\$53.50) PAYMENT ON INVOICE BALANCE DUE \$0.00 Customer ID: HFC HOUSEHOLD FINANCE CORPORATION 577 LAMONT RD. P.O. BOX 8635 ELMHURST, IL 60126-9942 THANK YOU MARY K. DYSLESKI RECORDER OF DEEDS COUNTY # 40 04/19/2007 10:39:13 AM

# **EXHIBIT "C"**

Prepared By: Janine Tarnowski, HSBC CONSUMER LENDING 577 LAMONT ROAD ELMHURST, IL 60126

When Recorded Return To: ASSIGNMENTS HSBC CONSUMER LENDING 577 LAMONT ROAD ELMHURST, IL 60126

Assessor's/Tax ID No

CERTIFIED PROPERTY IDENTIFICATION NUMBER
MUNICIPALITY LOCK COCK TOT 2

TRANSFER DIVISION

DATE 10-8-05

CORPORATE ASSIGNMENT OF MORTGAGE

Luzerne, Pennsylvania SELLER'S SERVICING

"POLONS"

MERS #

Date of Assignment: June 13th, 2008
Assignor: Household Finance Consumer Discount Company
Assignee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

il hereby certify the precise address of the within named Assignor is 577 LAMONT ROAD, ELMHURST, IL 60126.

I hereby certify the precise address of the within named Assignee is 3300 S.W 34TH AVENUE, SUITE 101, OCALA, FL 34474

Executed By: RANDY W. POLONS To: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY Date of Mortgage: 04/16/2007 Recorded: 04/19/2007 in Book/Reel/Liber: 3007 Page/Folio: 100362 as Instrument/Document: In Luzerne, Pennsylvania 1365 TRAILWOOD LAKE ROAD, WILKES-BARRE, PA 18702 in the Township of BEAR CREEK

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or Notes or other evidence of indebtedness (the "Note"), said note having an original principal sum of \$66,514.78 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument and Note, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument and Note.

#### CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

Household Finance Consumer Discount Company

On June 13th, 2008

JANINE TARNOWSKI, Vice- President

STATE OF Illinois COUNTY OF Cook

On June 13th, 2008, before me, DENNIS SMOTHERS, a Notary Public in and for Cook in the State of Illinois, personally appeared JANINE TARNOWSKI, Vice- President of Household Finance Consumer Discount Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

DENNIS SMOTHERS Notary Expires: 03/06/2010

CORDER OF DEEDS UZERNE COUNTY PENNSYLVANIA

NSTRUMENT NUMBER

RECORDED ON

: 10, 2008 L:11:54 AM JK:REC/3008

AGE: 226451

Total Pages: 2

IT TAX \$0.50 ACCEBS TO \$10.00 ICE

RNE CBUNTY \$18.00 DING FEE

KE COUNTY \$2.00 VES FEE RME RECORDER'S \$3.00

VES FEE

PAID \$33.58

"OFFICIAL SEAL"
DENNIS SMOTHERS
Notary Public, State of Illinois
(Y) Commission Expires 13/6/10

(This area for notarial seal)



REC Book 3008 Pase 226452

### JOAN HOGGARTH LUZERNE COUNTY CLERK OF RECORDS DIVISION OF JUDICIAL SERVICES AND RECORDS



Recorder of Deeds Division Luzerne County Courthouse 200 N. River Street Wilkes-Barre, PA 18711 (570) 825-1641

#### \*RETURN DOCUMENT TO:

RESIDENTIAL REAL ESTATE REVIEW, INC. 3217 DECKER LAKE DR WEST VALLEY CITY, UT 84119-3284

#### Instrument Number

Recorded On 5/12/2023 At 8:36:14 AM

\* Instrument Type - ASSIGNMENT OF MORTGAGE
Invoice Number -

\*Total Pages - 3

- \*Mortgagor MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. POLONS, RANDY W.
- \* Mortgagee CSMC 2019-RPL7 TRUST
- \*Customer SIMPLIFILE LC E-RECORDING

#### \*FEES

PA WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$18.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$3.00
PIN CERTIFICATIONS	\$20.00
TOTAL PAID	\$83.75

I hereby CERTIFY that this document is Recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania



Joan Hoggarth
Clerk of Records
Recorder of Deeds Division

PARCEL IDENTIFICATION NUMBER K11S1-1-2
Total Property Identification Numbers: 1

### THIS IS A CERTIFICATION PAGE

# Do Not Detach

#### THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER

В

BOOK: 3023 PAGE: 82102

Inst. # - Page 2 of 3

When Recorded Return To: Residential RealEstate Review Collateral Document Services 3217 S. Decker Lake Drive Salt Lake City, UT 84119 CERTIFIED PROPERTY IDENTIFICATION NUMBERS

- BEAR CREEK TOWN

CERTIFIED 05/11/2023 BY RF

Assessor's/Tax ID No.

CORPORATE ASSIGNMENT OF MORTGAGE

Luzerne, Pennsylvania Residential RealEstate Review#

MIN a

Date of Assignment: MAY 0 8 2023

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS MORTGAGEE, ITS SUCCESSORS AND ASSIGNS. at P.O. Box 2026, Flint, MI 48501-2026 and 11819 Miami St.,

Suite 100, Omaha, NE 68164

Assignee: CSMC 2019-RPL7 TRUST at c/o SELECT PORTFOLIO SERVICING, INC., 3217 S.

DECKER LAKE DRIVE, SALT LAKE CITY, UT 84119

Executed By: RANDY W. POLONS To: HOUSEHOLD FINANCE CONSLIMER DISCOUNT COMPANY Dated: 04-16-2007 Recorded: 04-19-2007 as Instrument/Document Book/Reel/Liber REC/3007, Page/Folio 100362 In the County of Luzerne, State of Pennsylvania.

-Assigned Wholly by HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. Dated: 06/13/2008 Recorded: 10/10/2008 as Instrument No. Book/Reel/Liber 3008, Page/Folio 226451

Property Address: 1365 TRAILWOOD LAKE ROAD, WILKES-BARRE, PA 18702 in the Township of BEAR CREEK

I do certify that the precise address of CSMC 2019-RPL7 TRUST is c/o SELECT PORTFOLIO SERVICING, INC, 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT 84119 Attested By:

 $\underline{\mathcal{A}}$ 

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$66,514.78 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument, and the said property unto the said assignee forever, subject to the terms contained in said Security Instrument.

#### CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, SUCCESSORS AND ASSIGNS. On	INC.("MERS") AS MORTGAGEE, ITS MANIMARIAN REGIS
By: ALEXA VELARDE ASSISTANT SECRETARY	SEA 1999 SEA
STATE OF Utah COUNTY OF Salt Lake	The state of the s
for SALT LAKE in the State of UTAH, personally appeared	AS MORTGAGE, ITS SUCCESSORS AND e basis of satisfactory evidence) to be the strument and acknowledged to me that capacity, and that by his/her/their signature on
WITNESS my hand and official seal,  LISA FISH	

**EXHIBIT "D"** 

#### LOCAL BANKRUPTCY FORM 3015-1

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN I	RE:	CHAPTER 13		
Pol	ons, Randy W.	CASE NO. 5:24-bk-0	0794	
		ORIGINAL PL	.AN LAN (Indicate 1st, 2r	nd, 3rd, etc.)
			otions to Avoid Lie otions to Value Co	
	CHAPTER	R 13 PLAN		
	NOT	ICES		
an i	otors must check one box on each line to state whether tem is checked as "Not Included" or if both boxes are ineffective if set out later in the plan.	-		_
1	The plan contains nonstandard provisions, set out in § 9, we the standard plan as approved by the U.S. Bankruptcy Coulof Pennsylvania.		Included	Not Included
2	The plan contains a limit on the amount of a secured claim may result in a partial payment or no payment at all to the	- ·	Included	Not Included
3	The plan avoids a judicial lien or nonpossessory, nonpurch interest, set out in § 2.G.	asemoney security	Included	Not Included
	YOUR RIGHTS WI	LL BE AFFECTED		
Thi	AD THIS PLAN CAREFULLY. If you oppose any provisor of the section is filed before the deadline stated on the Notice	without further notice o	r hearing unless a	a written
1.	PLAN FUNDING AND LENGTH OF PLAN.			
	A. Plan Payments From Future Income			
	<ol> <li>To date, the Debtor paid \$ 0.00         Trustee to date). Debtor shall pay to the payments. If applicable, in addition to mo payments through the Trustee as set for other payments and property stated in §     </li> </ol>	Trustee for the remaini onthly plan payments, D th below. The total base	ng term of the pla Debtor shall make	n the following conduit

Start mm/yyyy	End mm/yyyy	Plan Payment	Estimated Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
05/2024	04/2029	\$475.00	\$0.00	\$475.00	\$28,500.00
				Total Payments:	\$28,500.00

2.	If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that
	a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in
	writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition
	mortgage payments that come due before the initiation of conduit mortgage payments.

3.	Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the
	terms of the plan.

4.	CHECK ONE: ( ✓ ) Debtor is at or under median income. If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.
	( ) Debtor is over median income. Debtor estimates that a minimum of
	\$ must be paid to allowed unsecured creditors in order to comply
	with the Means Test.

#### B. Additional Plan Funding From Liquidation of Assets/Other

1.	The Debtor estimates that the liquidation value of this estate is \$122,850.00 . (Liquidation value is calculated as the value of all nonexempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)
Check one o	f the following two lines.
No as	sets will be liquidated. If this line is checked, skip § 1.B.2 and complete § 1.B.3 if applicable
Certa	in assets will be liquidated as follows:

2.	In addition to the above specified plan payments, Debtor shall dedicate to the plan								
	proceeds in the estimated amount of \$	from the sale of property known							
	and designated as All sales shall be completed by								
	. If the property does not sell by the date	specified, then the disposition of the							
	property shall be as follows:								

 Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:

#### 2. SECURED CLAIMS.

A. Pre-Confirmation Distributions. Check one.

<b>√</b>	None. If "None" is checked, the rest of § 2.A need not be completed or reproduced.									
В.	Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct  Payments by Debtor. Check one.									
	None. If "None" is checked, the rest of § 2.B need not be completed or reproduced.									
<b>√</b>	Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.									
	Name of Creditor	Description of	Collateral		0	t Four Digits f Account Number				
Select	Portfolio Servicing, Inc	554 Trailwood Lake Rd Bear Cr	k Twp, PA 18702-8	511		4926				
C.	Arrears (Including, but	not limited to, claims secure	d by Debtor's pr	incipal r	esidenc	e). Check one.				
	None. If "None" is checke	ed, the rest of $\S$ 2.C need not b	e completed or re	produce	d.					
<b>√</b>	The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under § 1322(b)(5) of the Bankruptcy Code:									
	Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estim Postpe Arrea be C	etition ers to	Estimated Total to be paid in plan				
Select	Portfolio Servicing, Inc	554 Trailwood Lake Rd Bear Crk Twp, PA 18702-8511	\$8,111.84			\$8,111.84				
D.	Other secured claims (	conduit payments and claim	s for which a § 5	06 valua	ation is 1	not applicable.				
Ą	None. If "None" is checke	ed, the rest of § 2.D need not b	e completed or re	produce	d.					
E.	Secured claims for whi	ch a § 506 valuation is appli	cable. Check one							
<b>√</b>	None. If "None" is checke	ed, the rest of § 2.E need not b	e completed or re	produce	d.					
F.	Surrender of Collateral	Check one.								
Ą	None. If "None" is checke	ed, the rest of § 2.F need not be	e completed or rep	oroduced	d.					

	G.	<u>Lien</u>	Avoidance Do not use for mortgages or for	statutory liens, such as tax liens. Check one.
	Ą	None	e. If "None" is checked, the rest of § 2.G need	not be completed or reproduced.
3.	PR	RIORI	TY CLAIMS.	
	A.	Adm	inistrative Claims	
			<u>Trustee's Fees.</u> Percentage fees payable to states Trustee.	the Trustee will be paid at the rate fixed by the United
		2.	Attorney's fees. Complete only one of the following	owing options:
				already paid by the Debtor, the amount of esents the unpaid balance of the presumptively 2(c); or
			the written fee agreement between the D	urly rate to be adjusted in accordance with the terms of bebtor and the attorney. Payment of such lodestar se application with the compensation approved by the
		3.	Other. Other administrative claims not include following two lines.	led in §§ 3.A.1 or 3.A.2 above. Check one of the
			✓ None. If "None" is checked, the rest of §	3.A.3 need not be completed or reproduced.
	В.	<u>Prior</u>	rity Claims (including, certain Domestic Su	upport Obligations
		Allov	ved unsecured claims entitled to priority unde	r § 1322(a) will be paid in full unless modified under §9
			Name of Creditor	Estimated Total Payment
	C.		nestic Support Obligations assigned to or ((a)(1)(B). Check one of the following two line	owed to a governmental unit under 11 U.S.C. s.
		<b>1</b>	None. If "None" is checked, the rest of § 3.C n	eed not be completed or reproduced.
4.	UN	ISEC	URED CLAIMS	
	A.	<u>Clair</u> lines		ecially Classified. Check one of the following two
		<b>1</b>	None. If "None" is checked, the rest of § 4.A n	eed not be completed or reproduced.
	В.		aining allowed unsecured claims will rece nent of other classes.	ive a pro-rata distribution of funds remaining after

5.	EXECUTORY CONTRACTS AND UNEXPIRED LEASES. Check one of the following two lines.
	None. If "None" is checked, the rest of § 5 need not be completed or reproduced.
6.	VESTING OF PROPERTY OF THE ESTATE.
	Property of the estate will vest in the Debtor upon
	Check the applicable line:
	J plan confirmation.
	entry of discharge.
	closing of case.
	Library of case.
7.	DISCHARGE: (Check one)
	√ The debtor will seek a discharge pursuant to § 1328(a).
	The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).
8.	ORDER OF DISTRIBUTION:
	pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat claim as allowed, subject to objection by the Debtor.
Pav	yments from the plan will be made by the Trustee in the following order:
-	vel 1:
	vel 2:
Le۱	vel 3:
Lev	vel 4:
Le	vel 5:
	vel 6:
	vel 8:
	the above Levels are filled in, the rest of § 8 need not be completed or reproduced. If the above Levels are not ed-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a de-
gui	
Lev	vel 1: Adequate protection payments.
	vel 2: Debtor's attorney's fees.
	vel 3: Domestic Support Obligations.
	vel 4: Priority claims, pro rata.
	vel 5: Secured claims, pro rata.
	vel 6: Specially classified unsecured claims.
	vel 7: Timely filed general unsecured claims.
re/	vel 8: Untimely filed general unsecured claims to which the Debtor has not objected.

#### 9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)

Dated:	05/15/2024	/s/ Michael A. Cibik
_		Attorney for Debtor
		/s/ Randy W. Polons
		Debtor
		Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 9.

# **EXHIBIT "E"**

### **Chapter 13 MFR Data Sheet**

#### Select Portfolio Servicing

Preparation Date:	07/19/24		Update Date:		7
Prepared by:	Ranjitha B	Updated By:			
Loan Information					-
Loan Number			Acquired Date		10/1/2019
Debtors Name - 1	RANDY POL	ONS	Note Type		FIXED
Debtors Name - 2			Current Interest Rate		6.60%
Property Address	1365 TRAILWOOD	LAKE RD	Lien Position		1st
Property State	PA		Last BPO Value		\$89,000.00
Contractual Due Date:	11/20/202	2	Multiple Loans		\$0.00
Bankruptcy Information					
Bankruptcy Case #	24-00794	1	Previous MFR?	4/4/2024	Comments
Filing Date:	4/3/2024		Previous Agreed Order?	None	
Person filing:	M1		Post Amounts in Plan?	No	N/A
Number of previous filings:	1		TPA?	No	
Post Petition Default Informa	ation				
Post petition due date:	etition due date: 04/20/24		Post petition insurance:	\$0.00	Must be mentioned in any Agreed Order
Post petition amount due:	\$1,999.3	3	Post petition taxes:	\$0.00	Must be mentioned in any Agreed Order
Total for Agreed Order	\$1,999.5	36	Total Post petition due:	\$1,999.36	Includes post petition taxes or insurance which is being collected in ongoing post petition payments.

#### Post Petition Payment History

Post Pmt Rcpt	Post Due Dt Pd	Mo \$ Due	\$ Received	Running Suspense	Comments
Due	04/20/24	\$499.84	\$0.00	\$499.84	
Due	05/20/24	\$499.84	\$0.00	\$999.68	
Due	06/20/24	\$499.84	\$0.00	\$1,499.52	
Due	07/20/24	\$499.84	\$0.00	\$1,999.36	
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<sup>\*\*\*</sup>All post petition amounts (including taxes and insurance) must be established as recoverable in any Agreed Order.

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### MFR Post-Petition Payment History for Filing



Preparation Date:

Prepared by:

07/19/24 Ranjitha B

#### Loan Information:

Loan Number	
Debtors Name - 1	RANDY POLONS
Debtors Name - 2	
Property Address	1365 TRAILWOOD LAKE RD
Property State	PA

#### Bankruptcy Information:

Bankruptcy Case #	24-00794
Filing Date:	4/3/2024
Person filing:	M1
Number of previous filings:	1

#### Post petition due

Post petition due date:	04/20/24	
Post petition \$\$\$ due:	\$1,999.36	Comment
Post petition insurance:	\$0.00	Post-petition taxes and insurance included in annual escrow analysis and added
Post petition taxes:	\$0.00	to monthly payments.
Total Post petition due	\$1,999.36	

Post-Petition Payment History Detail

Post pmt Rcpt	Post Due Dt Pd	Mo \$ Due	\$ Received	Running Suspense	Comments
Due	04/20/24	\$499.84	\$0.00	\$499.84	
Due	05/20/24	\$499.84	\$0.00	\$999.68	
Due	06/20/24	\$499.84	\$0.00	\$1,499.52	
Due	07/20/24	\$499.84	\$0.00	\$1,999.36	
Duc	01120124	\$0.00	\$0.00	\$1,999.36	
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Case 5:21-k	ok- <b>0</b> 0794-MJC	)	led <b>(1819</b> 3/2	4 F9189276 08/23/24	16:32:10 Desc

Exhibit Page 37 of 46

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Total Due	\$1,999.36			
Total Received		\$0.00	\$1,999.36	

## Bankruptcy Case Listing (BNKL)

RW PC	E 11/	20/2		CASE LI	-	IN PE CONV	IV V4	-	07/1	18/24		:03:10
-	•	•			-	.FE CONV	NE.	,		_		
1365 TRAILWOOD	LAKE	KD W	ATTVE2-DW	RRE PA .	10/02					·	ROUP	•
										PRC	) Q5R	
			DATE	CURR	DATE	REAS	OTH	L	CONC	CLS	D DA	TE
CASE NUMBER		CH	FILED	STAT	REMV	CD	LNS	P	CASE	BNK	SRT	NM
24-00794		13	04/03/24	A				N				
F F	RANDY W	POI	LONS			178-64-9	244			RW	POLO	NS
N												
N												
N												

#### Bankruptcy Plan Setup (BNKP/PAGE1)

BANKRUPTCY PLAN SETUP CH 13 PRO SPS 07/18/24 09:59:11 TYPE CONV RES RW PC E 11/20/22 1365 TRAILWOOD LAKE WILKES-BARRE PA 18702 -- Suspense Balances ------.00 NEXT LOAN DUE DATE IN PLAN 11/20/22
NEXT LOAN PAYMENT IN PLAN 00
PAYMENTS TYPE--00 00 00 00 PAYMENTS INSIDE PLAN N CONFIRMED \* 30,015.20 .00 .00 PAID-TO-DATE .00 .00 .00 UNPAID BALANCE 0,015 20 00 00 PAYMENT MORATORIUM MORATORIUM END .00 PAID BTD/CTD .00 .00 PAID YEAR TO DATE 00 00 00

1:SCROLL FWD

## Payoff Fees and Per Diem (PAY3)

AS-OF 07/19/24 PAYOFF FEES AND PERDIEM 07/18/24 10:03:40

10= 10								
		INTEREST -						
FROM	RATE	AMOUNT	N	N 1	.00	RECORDIN	IG FEE	
07/19/24	06.60000	2.62	N	N 2	.00	RELEASE	PREP FEE	
			N	N	00	PAYOFF S	TATEMENT F	'EE
			N	N 4	.00	S-FEE		
			N	N 5	.00	FAX FEE		
			N	N 6	14.52	INTEREST	ON ADVANC	Έ
				N	99.96	ACCUM LA	TE CHARGES	;
				N	.00	ACCUM NS	F CHARGES	
				N	00	OTHER FE	ES DUE	
			MEMO	ITEMS -				
PAYMENT L/C					ST 37 CNT			
						PF4:	FEE COMME	NTS
ACTIVE CH 1	BANKRUPTC	Y	s	USPENDE	D FORECLOS	URE		
PROC STOP =	B BANKRUP'	<b>ICY</b>	L	OAN PAS	T DUE 20	MONTHS		
487 DAYS PAS								

## Payment Change Maintenance (PCH2/HPMT)

		11/20/	22	PAYMENT C	HANGE	MAINT	ENANCE	07/18/24	10:03:25
RW PC	T PMT	05/20/07	INV	7 V46/001	TYPE	CONV	RES		MAN B
	CUR PM	r 11/20/22	PB	22,44	0.89	IR	6.60000	)	GRP Q5R
History	of Payment	ts							
PMT DT	11/20/22								
IR	6 60000								
P&I	499.84								
COUNTY	0.00								
CITY	0.00								
HAZARD	0 00								
MI	0.00								
LIEN	0.00								
os									
MISC	0 00								
A&H	0.00								
LIFE	0.00								
REPL	0 00								
HUD	0.00								
2 P&I	0.00								
NET	499.84								
PAYMNT									
CHANGE									
REASON									

# **EXHIBIT "F"**

## Payoff Calculation Totals (PAY4/PG1)

AS-OF 07/19/24 PAYOFF CALCULATION TOTALS 07/18/24 10:03:47

NAME CONTACT	NAME RANDY	W POLONS
PRINCIPAL BALANCE	22,440.89	RATE CHANGES
INTEREST 07/19/24	2,137.93	INT FROM RATE AMOUNT
PRO RATA MIP/PMI	00	10/20/22 6 60000 2,1 7 9
ESCROW ADVANCE	.00	07/19/24
ESCROW BALANCE	.00	
SUSPENSE BALANCE	200.16-	
HUD BALANCE	00	
REPLACEMENT RESERVE	.00	
RESTRICTED ESCROW	.00	
TOTAL-FEES	14.52	
ACCUM LATE CHARGES	99 96	
ACCUM NSF CHARGES	.00	
OTHER FEES DUE	.00	
PENALTY INTEREST	.00	
FLAT/OTHER PENALTY FEE	00	TOTAL INTEREST 2,1 7 9
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF 30,304.48
RECOVERABLE BALANCE	5,811.34	NUMBER OF COPIES: 1 PRESS PF1 TO PRINT TOTAL PAGE 2 .00

# **EXHIBIT "G"**

Fill in this in	formation to identify yo	our case an	d this filing	:				
Debtor 1	Randy	W.		Polons				
	First Name	Middle	Name	Last Name				
Debtor 2 (Spouse, if filing	ng) First Name	Middle	Name	Last Name		-		
United State	es Bankruptcy Court for th	e:	Middle	District of	Pennsylvania			
Case numbe	er <b>5:24-bk-00794</b>							Check if this is an
								amended filing
Official F	Form 106A/B							
Sched	ule A/B: Pro	perty	/					12/15
he category equally resp additional pa	y where you think it fi consible for supplying ages, write your nam	ts best. Be g correct ir e and case	e as compl nformation number (	ete and accurate as . If more space is r if known). Answer	s possible. If two needed, attach a every question.	married peopleseparate sheet	e are filii to this f	tegory, list the asset ing together, both are orm. On the top of any
Part 1:	Describe Each F	Residence	e, Buildin	g, Land, or Othe	r Real Estate `	You Own or Ha	ave an	Interest In
-	554 Trailwood Lake F Street address, if available		✓ Single- □ Duplex	e property? Check all t family home or multi-unit building minium or cooperative	hat apply.	the amount of a Creditors Who F	ny secured Have Clain	aims or exemptions. Put d claims on Schedule D: ms Secured by Property.
	description		☐ Manufa	actured or mobile home	)	Current value of entire property?		Current value of the portion you own?
-	Bear Crk Twp, PA 187	702-8511	☐ Investr	nent property		\$122,8	50.00	\$122,850.00
-	City State	ZIP Code	☐ Timesh☐ Other		nerty? Check one		nple, tena	our ownership interest ncy by the entireties, or
(	County		<b>√</b> Debtor	• •	ong r oneak ana.	Fee Simple		
			_	2 only 1 and Debtor 2 only t one of the debtors an	d another	Check if this (see instruction		unity property
				rmation you wish to a dentification number:		n, such as local		
			Source of	<sub>Value:</sub> Trulia (\$136	,500 less 10% cl	osing costs)		
	e dollar value of the po	-		-			$\rightarrow$	\$122,850.00
you no							•••	
Part 2:	Describe Your V	ehicles						
Do you our	loase or have load as	oguitable in	toract in an	v vohicles whether t	any are registered	or not? Include or	av vobiolo	
	, lease, or have legal or someone else drives. If y							<b>S</b>
3. Cars	s, vans, trucks, tractors,	sport utility	vehicles n	notorovoles				

Official Form 106A/B Schedule A/B: Property page 1

☐ No ☑ Yes